

The said Land Installment Contract having been filed as an Exhibit in these proceedings, marked "Exhibit # 1".

SECOND: That the said Contract contained a provision that in case of default therein, or upon the failure to comply with the terms thereof, the said Seller shall have the right and privilege to make sale of the property therein described; that the said Ray W. Fisher and Nancy L. Fisher, his wife, did default in the payment thereof, whereupon your Petitioner as Assignee of said Land Installment Contract became empowered to exercise said power of sale and qualified by giving a bond to the State of Maryland, in the amount of \$15,000.00 conditioned upon the faithful performance of his duties in the premises; that your Petitioner gave notice to the said Ray W. Fisher and Nancy L. Fisher, his wife, of the aforesaid default in accordance with the provisions of Rule W 79 of the Maryland Rules of Procedure; that said default was not cured and your Petitioner thereupon advertised the real estate and improvements to be sold at public sale on Thursday, May 12, 1966 at the Court House door, Frederick City, Frederick County, Maryland, at the hour of Eleven O'Clock A.M. (DST) by an advertisement inserted in The News, at least once in each of three successive weeks, the first of said publications being not less than fifteen days prior to sale and the last of such publications being not more than one week prior to sale, it being a newspaper published in Frederick County, Maryland, the certificate of publication of said advertisement being filed herewith marked "Exhibit Certificate of Publication", and pursuant to said notice did attend at the Court House door in Frederick City and County, Maryland, on Thursday, May 12, 1966 at the hour of eleven a.m. (DST) and then and there offered such real estate and improvements at public sale to the highest bidder according to the terms of sale provided by said Land Installment Contract